

**CITY OF HOUSTON
HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT**

**OVERVIEW OF FEDERAL REQUIREMENTS
FOR
AFFORDABLE HOUSING PROGRAMS**



1997-1998

Revised 07/2005

INDEX

Environmental Reviews	3
Davis Bacon Act	3
Lead Based Paint.....	3
Uniform Relocation Act.....	3
Compliance Periods	3
Low-Income Benefits	4
Time Line To Spend Funds.....	4
Maximum Per-Unit Subsidy For Relocation	4
Property Standards.....	4
Equal Opportunity and Fair Housing	4
Affirmative Marketing.....	5
Prohibition on Church and State	5
Attachment II	6
Relocation Plans and Documents	7
Relocation Plan	8
Prohibited Lease Provisions.....	16
HUD Home Program Income Limits.....	21
HUD Fair Market Rental Rates.....	22

DESCRIPTION OF FEDERAL GOVERNMENTAL REQUIREMENTS

In evaluating eligibility of an application, the following requirements must be considered to ensure compliance with applicable federal laws and regulations:

Environmental Review

- The provisions of 24 CFR 92.353 requiring compliance with the National Environmental Policy Act of 1969 [NEPA] and the related authorities listed in HUD's implementing regulations at 24 CFR Parts 50 and 58.
- The applicant or HCDD must secure a phase one environmental report before funds can be released. This report needs to incorporate a risk assessment for the presence of lead-based paint (see Lead-Based Paint below).

Labor (Davis Bacon)

The provisions of 24 CFR 92.354 requiring that any contract for construction or rehabilitation of affordable housing with 12 or more units assisted with federal funds contain a provision requiring that not less than the wages prevailing in the locality be paid, as predetermined by the Secretary of Labor pursuant to the Davis Bacon Act [40 U.S.C. 276a-5]; the Contract Work Hours and Safety Standards Act [40 U.S.C. 327-332] and other federal laws and regulations pertaining to labor standards and HUD Handbook 1344.1.

Lead-Based Paint

- The provisions of 24 CFR 92.355 requiring compliance with the Lead-Based Paint Poisoning Prevention's Act [42 U.S.C. 4821, et seq.] and the implementing regulations at 24 CFR Part 35.
- All existing properties constructed prior to 1978 must be assessed by a State Certified Risk Assessor to determine if a lead-based paint hazard exists. The inspection will be done in accordance with the chart attached as an exhibit to these guidelines (Attachment II). Any lead-based paint hazards found during the assessment must be properly controlled and/or abated. All work performed on a project must be conducted utilizing safe work practices and trained individuals. Once hazard reduction work is completed, a clearance examination must be provided to the City that has been performed by a certified professional to ensure that no lead-based paint hazards remain.
- Ongoing lead-based paint maintenance activities must be incorporated into regular building operations and those activities must be provided to the City prior to funding. Each tenant should be informed of the presence of Lead-Based paint and each tenant will be provided with a copy of the EPA pamphlet "Protect Your Family From Lead In Your Home." Each property owner will obtain a written acknowledgement from each tenant that they have received a copy of the pamphlet and the acknowledgements shall be maintained on the property.

Uniform Relocation Act

- The provisions of 24 CFR 92.353 require that steps be taken to minimize the displacement of persons as a result of a project assisted with HOME funds. Regulation are established for relocation assistance, and require that such assistance be provided at the levels described in, and in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 [URA][42 U.S.C. 4201-4655] and 49 CFR Part 24.
- The applicant must be aware that occupancy of the property being assisted will invoke the Uniform Relocation Act (URA). HCDD is responsible for issuance of proper notices to the seller and/or tenants for compliance with required relocation assistance.
- In addition, the total development cost of the project can be increased by the relocation cost.

Compliance Periods

- The use of the property being assisted will be restricted for a minimum of five (5) years from the date federal funds are invested in the property for acquisition and or rehabilitation.
- HCDD is required to monitor Projects on an annual basis to verify that the use of the property is consistent with the funding agreement.

Low-income Benefit

- Low-Income Families shall have the meaning assigned to such term in 24 CFR 92.2. The following definitions are used in determining income eligibility for the four federal grants administered by the Housing & Community Development Department:
- **Extremely low-income family** - a family whose income is between 0% and 30% of the median income for the area, as determined by HUD with adjustments for smaller and larger families;
- **Low-income family** - a family whose income does not exceed 30-50% of the median family income for the area, as determined by HUD with adjustments for smaller and larger families;
- **Moderate-income family** - a family whose income does not exceed 50-80% of the median family income for the area, as determined by HUD with adjustments for smaller and larger families;
- **Middle-income family** - a family whose income is between 80% and 95% of the median family income for the area, as determined by HUD with adjustments for smaller and larger families.

Timeline to obligate and/or spend funds

- Each federal grant stipulates the time frame within which the grantee must obligate and spend the funds awarded or be subject to reallocation.

Maximum per-unit subsidy

- Provisions are set forth in each federal grant indicating the maximum amount of funds to be provided to the housing project. The limits are determined by Post Rehabilitation appraised value or directive from HUD.

Property Standards

- HCDD must establish a local code of property standards or at minimum use the "minimum housing quality standards" established by HUD for the Section 8 Rental Program.
- HCDD will require written certification; conduct an inspection of the property; and ensure the work to be performed will be in compliance with the Property Standards before federal funds are invested in the property.
- HCDD will conduct annual inspections during the compliance period to verify that the assisted units remain in compliance with Property Standards.

Equal Opportunity/Fair Housing

- The provisions of 24 CFR 92.350 require compliance with the following:
 - a. The Fair Housing Act [42 U.S.C. 3601-02] and implementing regulations at 24 CFR Part 100; Executive Order 11063, as amended;
 - b. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 [42 U.S.C. 6101-07];
 - c. Executive Order 11246 [3 CFR 1964-65, Comp. p. 339] [Equal Employment Opportunity] and the implementing regulations issued at 41 CFR Part 60;
 - d. Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701u] the purpose of which is to ensure that the employment and other economic opportunities generated by federal financial assistance for housing and community development programs shall, to the greatest extent feasible, be directed toward low and very low-income persons, particularly those who are recipients of government assistance for housing; and HCDD will include these requirements in all funding agreements.
 - e. Executive Orders 11625 and 12432 [concerning Minority Business Enterprise], and 12138 [concerning Women's Business Enterprise] and the City's procedures to encourage the use of minority and women business enterprises.

Affirmative Marketing

- The affirmative marketing requirements of 24 CFR 92.351 and the procedures and requirements for affirmative marketing developed by the City in compliance with 24 CFR 92.351.
- HCDD will include this requirement in all funding agreements.

Prohibition on Church/State

- The applicant cannot be a religious organization and no portion of the proceeds of federal assistance will be used by the applicant to conduct religious activities or conduct governmental activities.
- HCDD will include these requirements in all funding agreements.

ATTACHMENT II

Number of Units to Be Tested in Multifamily Developments

Number of Units in Building or Group of Similar Buildings	Number of Units to Be Tested
--	---------------------------------

21-26	20
27	21
28	22
29-30	23
31	24
32	25
33-34	26
35	27
36	28
37	29
38-39	30
40-50	31
51	32
52-53	33
54	34
55-56	35
57-58	36
59	37
60-73	38
74-75	39
76-77	40
78-79	41
80-95	42
96-97	43
98-99	44
100-117	45
118-119	46
120-138	47
139-157	48
158-177	49
178-197	50
198-218	51
219-258	52
259-299	53
300-379	54
380-499	55
500-776	56
777-1004	57
1005-1022	58
1023-1039	59

For buildings or groups of similar buildings with 1,040 units or more, test 5.8 percent of the number of units, rounded to the nearest unit. EXAMPLE: If there are 2,170 units, 5.8 percent is 125.86 units, so 126 units should be tested.

RELOCATION PLAN AND DOCUMENTS

[DATE]

Dear Prospective Multifamily Rehabilitation Project Owner:

The following information concerns the relocation assistance that must be provided to tenants in residence at the time an application is received. The intent of the notification is to ensure that tenants not be displaced due to the rehabilitation. Tenants who will need to be temporarily relocated during the project's rehabilitation will be assisted through our Section. Under the HOME Program, relocation costs are an eligible budget expense. In the event a tenant is involuntarily displaced, then the financial responsibility will be yours.

We must receive the following information when you submit your application.

1. Relocation Plan - The plan contains basic information on relocating tenants during the rehabilitation. If the tenants do not need to move during the rehabilitation please state so. The Relocation Plan survey is a list of all tenants and must be completed.
2. Relocation Provisions, Assurances and Leasing Requirements -Read; sign and return the receipt.
3. Voluntary Occupancy/Notice of Ineligibility--after an application has been submitted you may continue to rent units but all new tenants must be notified of the anticipated rehabilitation. The Notice must be given in writing and a receipt must be signed by the new tenant. A copy must also be forwarded to our Agency. The enclosed Notice may be changed to reflect your complex.

Our Agency will notify the tenants of the proposed rehabilitation. We will also stress to the tenants that they do not need to move because of the intended rehabilitation. Again, our Agency's concern is that the tenants not be displaced due to the rehabilitation. We are ready to assist you and your tenants. I assure you that we will work with you. If you have any questions please feel free to contact me at 868-8383.

Very truly yours,

Manager
Relocation/Urban Homesteading

enclosures

RELOCATION PLAN

Date _____

Property Name _____

Address _____

Houston, Texas

I. USE OF THE COMPLEX:

1. What will be the use of the project after the rehabilitation is completed? e.g. multifamily rental, housing for elderly, housing for AIDS patients.

II. MINIMIZING DISPLACEMENT: Permanent displacement of the tenants should be minimized. However, if permanent displacement will be required this must be stated. Also, temporary displacement during the project's construction is acceptable.

2. Will tenants be required to move during the project's rehabilitation?

- a. If so, how many tenants will be required to move **temporarily**? ____

Where will they move to during the rehabilitation?

- b. How many tenants will be required to move **permanently**? ____

3. If tenants will move temporarily within the complex, each is to be offered a unit within the project, after the rehab is completed at a rent that is either the same amount or at 30% of the gross household income (If tenant is low income then the total tenant payment is used.) Provide the following information for each unit.

- a. What will the Post Rehabilitation rental amounts be for each unit size?
- b. What utilities will the tenant be required to pay?
- c. If currently the project is all bills paid, will this continue?
- d. Will the tenants be offered a unit according to the required criteria as stated above?

III. BUDGETARY IMPLICATIONS: The relocation costs are an eligible budget item under the HOME Program (e.g. moving assistance, utility connections).

4. Estimate the temporary relocation costs which include moving costs, utility connections and any out-of-pocket expenses in connection with the move.

5. Estimate the permanent relocation costs which include moving costs, and utility connections; any out-of-pocket expenses in connection with the move; and replacement housing payments estimated at a conservative amount of \$8,000.00.

IV. TRANSITION SCHEDULE:

TEMPORARY MOVES:

6.
 - a. Provide a construction/relocation schedule detailing the unit by unit rehabilitation transition as it affects the relocation of the tenants.
 - b. The owner/manager is to notify the tenants when they need to move and to which unit they will move. Should a need to move tenants temporarily and then permanently to a unit, this is allowable.

PERMANENT MOVES:

7.
 - a. The owner/manager is to notify the tenants when they need to move.
 - b. Tenants displaced must be provided a minimum 90-day vacate notice before they are to be required to move.
 - c. Will tenants be required to at one time or will the displacement occur in phases?
 8. Have you consulted with occupants concerning the work?
When? How? Resident participation will usually facilitate a project.
-
-

V. **DETERMINING RESOURCE NEEDS:** (The owner/applicant must provide the Relocation Section access to information to complete required surveys).

9. Conduct the survey before the project is approved.
 10. Complete attached Survey (page 9 - Relocation Plan - SURVEY).
 11. Determine the impact, if any, on minorities, the elderly, large families, and persons with disabilities
-
-
-
12. Provide available comparables which are reasonably priced within the immediate area.
 13. Read the Relocation Provisions, Assurances and Leasing Requirements, Sign and return the receipt.

Relocation Plan Survey

ALL REQUESTED INFORMATION MUST BE SUBMITTED IN ORDER TO REVIEW THE PROJECT.

NAME	APT. No.	APT. SIZE BEDROOMS	TEMPORARY OR PERMANENT MOVE?	PRESENT RENTAL AMOUNT	PROPOSED PROFORMA RENTAL	UTILITIES TENANT PAYS	MOVE-IN DATE	TOTAL FAMILY SIZE	NO. ADULTS (18 yrs. or over)	NO. CHILD. AND AGES	ETHNICITY	SPECIAL NEEDS: ELDERLY.	ANNUAL INCOME

RELOCATION PROVISIONS, ASSURANCES AND LEASING REQUIREMENTS

PROVISIONS AND ASSURANCES:

1. All provisions regarding relocation and tenant assistance are governed by the Uniform Relocation Act, as amended.
2. If any resident, at the time of application, is to be temporarily displaced **during** the rehabilitation of the Project financial assistance and advisory assistance shall be provided. The relocation costs are an eligible budget item under the HOME Program, whether temporary or permanent moves. The Relocation Section of the Housing and Community Development Department will work with each tenant directly.
3. The owner/manager will notify the tenants, in residency at the time of application, when they will need to move. If a temporary move is required the unit must be decent, safe, sanitary, and must be able to accommodate the family size.
4. The owner will provide a current tenant roll to the Relocation Section which must include: complete name; apartment number; rental amount; utilities tenant pays; move-in date; family composition; estimated annual income; special needs (e.g. elderly, handicapped); and if the move will be temporary or permanent.
5. The owner must provide the Relocation Section with the after construction rental amounts or purchase amounts for each unit size.
6. The owner must assure the City that tenants, in residency at the time the application is submitted, will not be required to move from the project site as a result of the rehabilitation unless proper notices have been issued. In the initial stages, it is very important to determine if any tenants will be permanently displaced.
7. Temporary Moves - all tenants in residency must be given the opportunity to lease and occupy a suitable, decent, safe, and sanitary unit within the complex upon completion of the project under reasonable terms and conditions. Such terms must include a minimum one year lease at a monthly rent and estimated average monthly utility costs that do not exceed the greater of: 1) the monthly rent and estimated average monthly utility costs before the project's rehabilitation; or 2) the total tenant payment (monthly) if the tenant is low-income or 30% of gross household income, if the tenant is not low-income. The total tenant payment is based on the greater of 30% monthly adjusted income or 10% monthly gross income. Adjustments are: 1) \$480 per dependent; 2) \$400 for elderly household deduction (head of household or spouse is 62 years or older or handicapped or disabled); 3) Allowable child care expenses to enable family member to work; 4) Allowable handicapped assistance expenses for non-elderly family member to enable person to work or another household member to work; 5) Allowable handicapped assistance expenses and medical expenses for elderly family (62 years or older).
8. Permanent moves - tenants that will be required to move permanently will be entitled to additional replacement housing payments that can be estimated at a conservative amount of \$8,000.00 per payment. In addition, a tenant living in overcrowded conditions that cannot be accommodated within the project, will be considered to be permanently displaced. **The costs of any permanent involuntary displacement will be the financial responsibility of the owner.**
9. The owner or property manager will notify all new tenants moving to the Project after the application has been submitted to the City that they will not be eligible for

Relocation Assistance if they are required to move. Such Notice must be given in writing and acknowledgement of receipt of same must be obtained from each new tenant. All such acknowledgements must be made a matter of record and made available to the City.

10. Eviction for a just cause is allowable provided that a formal, court ordered eviction is obtained. Should the situation arise where a tenant (in residence at the time of application) must be evicted, the Relocation Section must receive a copy of the formal Court ordered Eviction Notice. A 30 Day Written Notice must be delivered to the tenant and must explain the reasons for the eviction.

LEASING REQUIREMENTS FOR COMPLETED PROJECTS:

1. Attached are the prohibited lease provisions in a HOME assisted project.
2. The Owner shall provide the tenants in residency at the time of application the opportunity to lease a completed unit within the project with the following requirements:
 - a. The lease period shall be for at least one (1) year
 - b. The rent will remain the same **or**
 - c. If increased, the Post Rehabilitation rental amount shall be at an amount not to exceed 30% of the gross Income for all adult members of the household.

SAMPLE

Date _____

Complex Name _____

Address _____

Houston, Texas

Re: Voluntary Occupancy/Notice of Ineligibility for Relocation Assistance

Dear Future Resident:

This letter will serve to notify you that the owner of this Complex has submitted an application for assistance in rehabilitating the Complex through federal assistance (HOME or CDBG funds) with the City of Houston. If approved, there may be extensive repair work to the apartments.

Since you have chosen to move to our complex, please note that you may be required to move temporarily or permanently from your unit while the rehab is in progress. Should this become necessary, the owner reserves the right to terminate your occupancy within a reasonable period of time upon written notice.

If you enter into a lease for an apartment, under these conditions, it is with your full knowledge that you will not be eligible for any Relocation Assistance.

Sincerely,

Owner/Manager

xc: Manager
Relocation/Urban Homesteading
Housing & Community Development Department
City of Houston
P. O. Box 1562
Houston, Texas 77251

SAMPLE

Manager/Owner
Apartment _____
Address _____
Houston, Texas

Date _____

I hereby acknowledge that I have received the Voluntary Occupancy/Notice of Ineligibility for Relocation Assistance.

Tenant Signature

Apt. No.

xc: Manager
 Relocation/Urban Homesteading
 Housing & Community Development Department
 City of Houston
 P. O. Box 1562
 Houston, Texas 77251

To: Relocation/Urban Homesteading
Housing & Community Development Department
City of Houston
P. O. Box 1562
Houston, Texas 77251

I, hereby, acknowledge receipt of the following information pertaining to relocation:

- P Relocation Plan Worksheet
- P Relocation Provisions, Assurances and Leasing Requirements
- P Voluntary Occupancy Notices for New tenants

Owner/Owner's Representative

Apartment Complex

Address

Date Telephone No.

PROHIBITED LEASE PROVISIONS

***Agreement to be sued.** Agreement by the tenant to be sued, admit guilt, or to a judgement in favor of the owner in a lawsuit brought in connection with the lease.

***Treatment of Property.** Agreement by the tenant that the owner may take, hold or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with State law.

***Excusing the owner from responsibility.** Agreement by the tenant not to hold the owner or the owner's agent legally responsible for actions or failure to act, whether intentional or negligent.

***Waiver of notice.** Agreement by the tenant that the owner may institute a lawsuit without notice to the tenant.

***Waiver of legal proceedings.** Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.

***Waiver of jury trial.** Agreement by the tenant to waive any right to a jury trial.

***Waiver of right to appeal court decision.** Agreement by the tenant to waive the tenant's right to appeal or to otherwise challenge in court a decision in connection with the lease.

***Tenant chargeable with cost of legal actions regardless of outcome.** Agreement by the tenant to pay attorney fees or legal cost even if the tenant wins the court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

Note: The Section 8 Program has a lease addendum, which is used to exclude these provisions from owner's standard leases. Note, however, that the lease addendum does not yet use the "plain English" descriptions of these prohibitions.

**CERTIFICATION REGARDING RESTRICTIONS ON
AND NOTICE OF LOCATION
OF CERTAIN FACILITIES AND SHELTERS**
§

Pursuant to the Local Government Code at Chapter 244, Subchapter A, Correctional or Rehabilitation Facility and Subchapter B, Shelter for Homeless Individuals, the construction or operation of a correctional or rehabilitation facility or a shelter for the homeless is subject to certain distance and location restrictions the particulars of which are set forth here in below.

DEFINITION: for homeless individuals mean a supervised private facility that provides temporary living accommodations to homeless individuals.

DEFINITION: for correctional or rehabilitation facility means a probation or parole office or a residential facility that is operated by an agency of the state, a political subdivision of the state, or a private vendor operating under a contract with an agency of the state or a political subdivision of the state and houses persons convicted of misdemeanors or felonies or children found to have engaged in delinquent conduct regardless of whether the persons are housed in the residential facility (a) while serving a sentence of confinement following conviction of an offense (b) as a condition of probation, parole or mandatory supervision or (c) under a court order for out-of-home placement under Title 3, Family Code, other than in a foster home which the foster home is located under a contract with the Texas Youth Commission.

DEFINITION: for residential area means (a) an area designated as a residential zoning district by a governing ordinance or code or an area in which the principal permitted land use is for private residences; (b) a subdivision for which a plat is recorded in the real property records of the county and that contains or is bounded by public streets or parts of public streets that are abutted by residential property occupying at least 75 percent of the front footage along the block face; or (c) a subdivision for which a plat is recorded in the real property records of the county and a majority of the lot of which are subject to deed restrictions limiting the lots to residential use restrictions limiting the lots to residential use.

APPLICABILITY: Subchapter A, Correctional or Rehabilitation Facility (a) applies to the construction or operation of a correctional or rehabilitation facility the state subject to the parameters described here in below at **RESTRICTION "A"**.

APPLICABILITY: Subchapter B, Shelter for Homeless Individuals applies to the construction or operation of a shelter for homeless individuals subject to the parameters described here in below at **RESTRICTION "B"**.

RESTRICTION "A": Unless local consent is denied under Section 244.004, an agency of the state, a political subdivision of the state, or a private vendor operating under a contract with an agency or political subdivision of the state may operate a correctional or rehabilitation facility within 1,000 feet of a residential area, a primary or secondary school, property designated as a public park or public recreation area by the state or a political subdivision of the state, or a church, synagogue, or other place of worship. The governing body of a church, synagogue, or other place of worship may waive the distance requirements of Section 244.002 of worship by filing an acknowledged written statement of the waiver in the deed records of the county in which the facility is located.

A person who intends to construct or operate a correctional or rehabilitation facility within 1,000 of a residential area, a primary or secondary school, property designated as a public park or public recreation area by the state or a political subdivision of the state, or a church, synagogue, or other place of worship shall, if a request is made under Section 244.005, notify:

- (1) The commissioners court of any county with an unincorporated area that included all or

part of the land within 1,000 feet of the proposed correctional or rehabilitation facility; and;

(2) The governing body of any municipality that included within its boundaries all or part of the land within 1,000 feet of the proposed correctional or rehabilitation facility

(3) The entity shall provide notice required by the aforesaid notice requirement not later than the 60th day before the date the person or entity begin construction or operation of the correctional or rehabilitation facility, whichever date is earlier.

WRITTEN REQUEST TO RECEIVE NOTICE: (a) The commissioners court of a county described under Section 244.002 (a) (1) and governing body of a municipality described under Section 244.002 (a) (2) are entitled to notice under Section 244.002 (a) only if the commissioners court or the governing body as appropriate, submits by resolution to the agency or political subdivision of the state that proposes to construct or operate a correctional or rehabilitation facility, or that contracts for the construction or operation of a correctional or rehabilitation facility, a written request to receive notice. (b) The commissioners court of a county described under Section 244.002 (a) (1) and the governing body of a municipality described under Section 244.002 (a) (2) are entitled to receive notice under Section 244.002(a) from a private vendor that contracts with an agency or political subdivision of the state only if the commissioners court or governing body, as appropriate, submits by resolution to the contracting agency or political subdivision of the state a written request to receive notice.

RESTRICTION "B": Unless municipal consent is granted under section 244.025, a person may not construct or operate a shelter for homeless individuals within 1,000 feet of another shelter for homeless individuals or a primary or secondary school.

A person who intends to construct or operate any of the above described facilities is subject to the following notification requirements that are more particularly described at Chapter 244 of the Local Government Code:

1. Post notice of the proposed location of the shelter at that location
2. Provide notice of the proposed location of the shelter to the governing body of the municipality
3. The person shall post and provide notice required by the aforesaid notice requirement before the 61st day before the date the person begins construction or operation of the shelter for homeless individuals, whichever date is earlier.

DISTANCE MEASUREMENT: For the purposes of Subchapter A, distance is measured along the shortest straight line between the nearest property line for the homeless shelter and the nearest property line of another homeless shelter, primary or secondary school. For the purpose of Subchapter B, distance is measured along the shortest straight line between the nearest property line of the correctional or rehabilitation facility and the nearest property line of the residential area, school, park, recreation area, or place of worship as appropriate.

MUNICIPAL CONSENT FOR HOMELESS SHELTERS: Municipal consent to the construction or operation of a shelter for homeless individuals subject to the notice requirements above is considered granted unless before the 61st day after the date the notice is received by the governing body of the municipality under Section 244.024 (a) (2), the governing body determines by resolution after a public hearing that the construction or operation of a shelter at the proposed location is not in the best interest of the municipality. The governing body of the municipality may rescind a resolution adopted as described herein.

MUNICIPAL CONSENT FOR CORRECTIONAL OR REHABILITATION FACILITIES: Local consent to the operation of a correctional or rehabilitation facility at a location within 1,000 feet of a residential area, a primary or secondary school, a state park or recreation area, a political subdivision of a state, a church, a synagogue or other place of worship is granted unless, not later than the 60th day after the date on which notice is received by a commissioners court or governing body of municipality

under Section 244.002 (a), the commissioners court or governing body, as appropriate, determines by resolution after a public hearing that the operation of a correctional or rehabilitation facility at the proposed location is not in the best interest of the county or municipality, as appropriate. A commissioner's court or governing body of a municipality may rescind a resolution adopted as described herein.

EXEMPTIONS: correctional and rehabilitation that are exempted from these requirements are described at Section 244.006. If Proposer is exempt, please include citation and exemption below.

PROPOSER CERTIFIES THAT IT HAS READ AND UNDERSTANDS ALL APPLICABLE STATUTORY REQUIREMENTS PURSUANT TO CHAPTER 244 OF THE LOCAL GOVERNMENT CODE AS THEY RELATE TO THE CONSTRUCTION OR OPERATION OF CERTAIN FACILITIES AND HEREINABOVE. PLEASE CHECK THE APPLICABLE BLANKS.

The proposed facility is located within 1,000 feet of a

- ☐ Homeless shelter
- ☐ Primary school
- ☐ Secondary school
- ☐ Correctional facility
- ☐ Rehabilitation facility
- ☐ State park
- ☐ State recreation area
- ☐ City park
- ☐ City recreation area
- ☐ Church
- ☐ Synagogue
- ☐ Other place of worship
- ☐ None of the above

Are the aforementioned statutory notice requirements applicable to your project?

- ☐ Yes
- ☐ No

IF YES, PLEASE INDICATE THE STEPS THAT HAVE BEEN TAKEN TO SATISFY SUCH NOTICE REQUIREMENTS AND ATTACH A COPY OF ANY AND ALL SUPPORTING DOCUMENTATION.

_____ NOTICE REQUIREMENTS ARE NOT APPLICABLE
TO THIS PROJECT

Proposer certifies that the information submitted herein is true and correct. Proposer understands and agrees that any misrepresentation or omission of the relevant information may result in disqualification of the proposal from further consideration by the City of Houston, acting by and through its Housing and Community Development Department. For additional information concerning the information contained herein, please contact, Brenda Scott at (713) 868-8484.

Agency or Organization: _____

By: _____

Title: _____

Name: _____

Date: _____

**HUD HOME PROGRAM INCOME LIMITS
FOR HOUSTON, TEXAS**

Effective January 2002

The contractor in accordance with the below-listed income guidelines as part of the initial eligibility assessment shall screen each client of each contractor:

<u>FAMILY SIZE</u>	<u>VERY-LOW INCOME</u>	<u>LOW-INCOME</u>
1	\$20,850	\$33,400
2	\$23,850	\$38,150
3	\$26,800	\$42,900
4	\$29,800	\$47,700
5	\$32,200	\$51,500
6	\$34,550	\$55,300
7	\$36,950	\$59,100
8	\$39,350	\$62,950

2002 Median Family Income :\$59,600

**HUD's FAIR MARKET RENTS
FOR HOUSTON, TEXAS
Effective February, 2004**

Unit Type	Fair Market Rent/High HOME Rent	Low HOME Rent
Efficiency	\$523	\$523
1 Bedroom	\$588	\$571
2 Bedroom	\$760	\$686
3 Bedroom	\$996	\$793
4 Bedroom	\$1092	\$885
5 Bedroom	\$1186	\$975

High HOME Rents : The high HOME rent (minus the utility allowance if utilities are paid by the tenant) may not exceed the lesser of the Section 8 Existing FMRs or 30 percent of the adjusted income of a family whose income equals 65 percent of the median income for the area, as determined by HUD.

Low HOME Rents: The Low HOME rent (minus the utility allowance if utilities are paid by the tenant) may not exceed 30 percent of the gross income of a family whose income equals 50 percent of area median income, as determined by HUD.

At least 20 percent of the units in a HOME-assisted project must be set aside at low HOME rents.

*** UTILITY ALLOWANCES:
As of 03/01/04**

Efficiency	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom
\$ 31.00	40.00	49.00	59.00	73.00	82.00

* Allowances are based on tenants paying electricity and the landlord providing all other utilities. For all other circumstances, refer to the detailed utility allowance chart adopted by the Housing Authority of The City of Houston.